

**CHESTERFIELD COUNTY
PURCHASING DEPARTMENT
CHESTERFIELD, VIRGINIA
(804) 748-1617
April 11, 2003**



REQUEST FOR PROPOSAL #03-5125-8834

ATM SERVICES

DUE: May 12, 2003

*Request For Proposal Prepared By
Donna R. Clarke, CPPB
Senior Contract Administrator
Purchasing Department*

www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp

The County of Chesterfield (County) hereby solicits qualified and interested firms (Contractor) to submit proposals and statements of qualifications for ATM Services.

1. GENERAL TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

- 1.1 Submittals, in **five (5)** copies, marked "**ATM Services**" will be received no later than **5:00 P.M.**, Local Time Prevailing, on **May 12, 2003**, in:

Chesterfield County Purchasing Department
Administration Building, Room 402, Fourth Floor
9901 Lori Road
P. O. Box 51
Chesterfield, VA 23832-0051

- 1.2 Should you decide to utilize an express delivery service, please note that we are located at the Intersection of Ironbridge Road (State Route 10) and Lori Road. **Proposals will not be accepted via Fax machine or Internet E-mail.**
- 1.3 Mark outside of envelope with **RFP #03-5125-8834** and proposal subject, "**ATM Services.**"
- 1.4 Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the offeror for ensuring that their proposals are stamped by Purchasing Department personnel before the deadline indicated in Section 1.1. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.
- 1.5 In the event that Chesterfield County is closed due to inclement weather and/or emergency situations prior to or at the time set aside for receipt of proposals, the published due date will default to the next open business day at the same time.
- 1.6 If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (804) 748-1617, three working days prior to need.
- 1.7 Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Chesterfield reserves the right to award in part or in whole or to reject any or all proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
- 1.8 Any proposal submitted **MUST** include the Signature Sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature may be deemed non-responsive.
- 1.9 RFP Process: Offerors are to submit written proposals which present the offeror's qualifications and understanding of the work to be performed. The offeror's proposal should be prepared simply and economically and should provide all the information which it considers pertinent to its qualifications for the project and which respond to the Scope of Services and Evaluation Criteria listed herein. Emphasis should be placed on completeness of services offered and clarity of content.

- 1.10 For information pertaining to the award on this procurement transaction, bidders and/or offerors may access public notification electronically at www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp.
- 1.11 If you desire not to respond to this proposal, please forward your acknowledgment of **NO PROPOSAL SUBMITTED** to the above address. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity.
- 1.12 Proprietary Information: Section 2.2-4342 F of the *Code of Virginia* states: "Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary."
- 1.13 Minority Bidders: The Chesterfield County Purchasing Department encourages all businesses, including minority- and women-owned businesses to respond to all Invitations to Bid and Requests for Proposals, and if not already on the County's mailing list, to request application for inclusion on the list. Should you be interested, please contact this office at (804) 748-1617 and request an application.
- 1.14 Total Quality Improvement Initiative: In order to continuously improve the efficiency and effectiveness of all public services provided, Chesterfield County has adopted and implemented the TOTAL QUALITY concept in its approach to organizational management. Listed herein for all prospective offerors to the County is an overview of the County's TOTAL QUALITY IMPROVEMENT (TQI) initiative. Offerors should review this information in order to familiarize themselves with the management philosophies and environment of the County prior to responding to request for proposals.

Chesterfield County is a leader in the application of innovative and successful management approaches. The County's leadership has resulted in numerous awards and broad recognition of the County and its employees. A constantly growing demand for additional and enhanced services has prompted the County to seek even higher levels of innovation and service excellence.

The TQI initiative is led by front line workers, supervisors, department directors, and the County's Leadership Group. Their intensive involvement in quality improvement demonstrates the County's commitment to the TQI values and principles of the initiative.

The TQI initiative includes specific guidelines for values and principles regarding the involvement of every employee within the organization. Implementation of TQI demonstrates the County's commitment to the importance of each individual.

A high standard of ethics, fairness, integrity, trust, responsibility, and creativity are integral concepts of the TQI Initiative. Adherence to these values is expected of all employees of the County, and the County, therefore, expects that all vendors will strive for and continuously improve their customer service.

- 1.15 The County's Definition of Total Quality Improvement: TQI is the employee, customer, and team oriented approach to work, problem solving, and decision making that depends upon individual employee commitment to improving work processes through the analysis and utilization of data.

- 1.16 Chesterfield County's TQI Mission Statement: Providing a first choice community through excellence in public service. To achieve excellence, all employees of the County will participate in the continuous evaluation and quality improvement of our services in order to meet or exceed customer expectations.

2. SELECTED TERMS AND CONDITIONS OF THE CONTRACT

- 2.1 Non-Appropriations: The continuation of the terms, conditions, and provisions of this contract beyond the fiscal year is subject to approval and ratification by the Chesterfield County Board of Supervisors (and the Chesterfield County School Board, as applicable) and appropriation by them of the necessary money to fund said contract for each succeeding year.
- 2.2 Choice of Law and Venue: Any disputes under a resulting contract, that cannot be resolved between the County of Chesterfield and the offeror, must be resolved in the Circuit Court of Chesterfield County, Virginia. Any resulting contract shall be governed by the laws of the Commonwealth of Virginia.
- 2.3 Termination: It shall be the sole right of the County, to terminate any contract upon written notification to the Contractor.
- 2.4 Nondiscrimination Clause: In accordance with Section 2.2-4311 of the *Code of Virginia*, every contract for goods or services over \$10,000 shall include the following provisions:
1. During the performance of this contract, the Contractor agrees as follows:
 - A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex national origin age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 2. The Contractor shall include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- 2.5 Right To Audit: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

Contractor shall require all subcontractors, insurance agents, and materials suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in a written contract agreement between Contractor and payee. Failure to obtain such written contracts which include such provisions shall be reason to exclude some or all of the related payees' costs from amount payable to Contractor pursuant to this contract.

If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County in excess of five percent (5%) of the total contract billings, the actual cost of the County's audit shall be paid by Contractor.

- 2.6 Insurance: The contractor shall purchase and maintain in force, at his own expense, such insurance as will protect him and the County from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the Engineer (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The Contractor shall furnish a copy of an original Certificate of Insurance, naming Chesterfield County as additionally insured. Should any of the policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the Owner's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this Contract.

- 2.7 Drug Free Workplace: During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor's employees
- B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- C. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work

done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- 2.8 Environmental Management: Vendor/Supplier/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.
- 2.9 Faith-based Organization: Chesterfield County does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, Section 2.2-4343.1.

3. **DESCRIPTION**

- 3.1 Chesterfield County is seeking proposals from qualified firms to provide turn-key automated teller machine (ATM) services for the County's Administration and Courts Complex. One ATM will be located in the County's main administration building's lobby at 9901 Lori Road in Chesterfield County, Virginia and another in the lobby of the Courts Building, 9500 Courthouse Road, Chesterfield County, Virginia.

4. **SCOPE OF SERVICES**

- 4.1 The successful offeror shall be responsible for furnishing and installing ATM as well as any associated hardware.
- 4.2 All monitoring and repair services are the responsibility of the contractor. Offerors must address remote monitoring capabilities and repair/maintenance turn-around time as part of their proposal.
- 4.3 Contractor shall be responsible for maintaining/replenishing/loading the cash inventory to operate the machine. Offerors shall fully explain their procedures for accomplishing these responsibilities.
- 4.4 All expenses and fees related to the operation of the ATMs shall be borne by the contractor. This shall include all computer fees, data communication costs, and preventive and emergency maintenance costs.
- 4.5 Contractor is and shall remain the owner of all equipment hardware, software, contents, etc. pertaining to this ATM and contractor assumes full responsibility for the same.

5. **HARDWARE**

- 5.1 The machines to be installed must be top-of-the-line, state-of-the-art cash dispensing machines in respect to appearance, operation, and security. Include descriptive information of proposed equipment including any environmental requirements and detailed information concerning all security features built into the machine and other physical security features in positioning the machine.
- 5.2 Offerors shall address the ability of the equipment to dispense additional products such as postage stamps.

6. **SERVICE FEES**

- 6.1 ATM services must be provided at a cost per transaction that is competitive with other similar

services in the immediate area, and offer a wide variety of financial networks, i.e. Credit Union 24, PLUS, Most, etc.

6.2 Proposals must clearly stipulate current fees and financial networks currently offered.

7. INSTALLATION

7.1 Contractor shall be responsible for complete installation of the ATMs and all associated equipment. Electrical connections and phone jacks will be made available by the County.

7.2 Offerors must specify and fully explain all installation requirements and fully explain proposed methods of attachment and construction of machine and all security features.

8. OPERATING HOURS

8.1 The standard operating hours of the administration building and the Circuit Court Building to the general public is from 8:30 a.m. to 5:00 p.m., Monday through Friday, however, the ATMs must be fully operable on a twenty-four hour basis.

9. CONTRACT TERM

9.1 The resulting contract shall be for a period of three years, effective upon the date of award, and renewable at the sole discretion of the County for three additional three-year terms. Please include a copy of your standard agreement with your proposal.

10. SPECIFIC TERMS AND CONDITIONS OF THE REQUEST FOR PROPOSAL

10.1 EVALUATION CRITERIA

10.1.1 These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for interviews and/or potential negotiations. Individual criteria may in all probability be assigned varying weights at the County's discretion to reflect relative importance. Offerors are required to address each evaluation criteria in the order listed and to be specific in presenting their qualifications.

1. Financial soundness/stability of the offeror.
2. Demonstrated ability of the offeror to successfully provide services to retail and financial institutions.
3. Method of operating the ATM. Specifically address procedures for remote monitoring, maintenance, repair, replenishing/loading cash, security and privacy of users, etc.
4. Financial networks offered.
5. Transaction Fees.

10.2 SELECTION PROCEDURE

10.2.1 Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be

conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the County shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

10.3 REFERENCES

- 10.3.1 All offerors shall include a list of a minimum of five references, from similar projects only, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names, contact persons, and phone numbers of all references.
- 10.3.2 References may or may not be reviewed or contacted at the discretion of the County. Typically, only references of the top ranked shortlisted offeror or offerors are contacted. The County reserves the right to contact references other than, and/or in addition to, those furnished by an offeror.

10.4 BASIS FOR AWARD

- 10.4.1 Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation criteria stated in the RFP, and any other information or factors deemed relevant by the county, shall be utilized in the final award.

10.5 NO CONTACT POLICY

- 10.5.1 After the date and time established for receipt of proposals by the County, any contact initiated by any offeror with any County representative, other than the Purchasing Department representative listed herein, concerning this request for proposals is prohibited. Any such unauthorized contact may cause the disqualification of the offeror from this procurement transaction.

10.6 FURTHER INFORMATION

- 10.6.1 Questions of a technical nature which may arise as a result of this Request for Proposal may be directed to Donna R. Clarke, CPPB, Senior Contract Administrator, (804) 748-1837 or by Internet E-mail to purchasing@co.chesterfield.va.us.

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #03-5125-8834**.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Title 18.2, Chapter 12, Article 1.1 of the *Code of Virginia*, 1950 as amended. Furthermore, I understand that fraud and unlawful collusion are crimes under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law, and can result in fines, prison sentences, and civil damage awards.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the County of Chesterfield, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the County of Chesterfield, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the County of Chesterfield.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Order From Address: _____

Remit To Address: _____

Fed ID No.: _____

Signature: _____

Name (type/print): _____

Title: _____

Telephone: (____) _____ **Fax No.:** (____) _____

Date: _____ **Minority:** _____ **Women Owned:** _____

To receive consideration for award, this signature sheet must be returned to the Purchasing Department as it shall be a part of your response.